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9 **UNITED STATES DISTRICT COURT**  
10 **WESTERN DISTRICT OF WASHINGTON**

11 STEPHEN FAAS,

12 Plaintiff,

13 v.

14 AETNA LIFE INSURANCE COMPANY,

15 Defendants.

**No.**

**COMPLAINT FOR DAMAGES AND  
DECLARATORY RELIEF**

16 Plaintiff, Stephen Faas, complains and alleges against Defendant, Aetna Life  
17 Insurance Company, as follows:

18 **I. JURISDICTION AND VENUE**

19 1.1 This action involves a request for damages and declaratory relief arising from  
20 an employment-related plan providing disability insurance benefits (“the plan”). Defendant  
21 Aetna Life Insurance Company provides benefits under, and administers, the plan. This  
22 action is brought pursuant to 29 U.S.C. § 1132.  
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25 **COMPLAINT FOR DAMAGES AND  
DECLARATORY RELIEF**  
**PAGE 1 OF 4**

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2.3 By letter dated April 1, 2014, Aetna terminated Plaintiff's benefits, effective that date. Plaintiff timely appealed that termination. Aetna confirmed its termination of Plaintiff's benefits by letter dated December 8, 2014.

2.4 Plaintiff has not returned to work in any capacity since last working in August 2011.

### **III. BREACH OF FIDUCIARY DUTY/ERISA VIOLATION**

3.1 Defendant's denial of Plaintiff's disability benefits constitutes a wrongful and unreasonable denial of benefits, and, accordingly, a breach of the fiduciary duty Defendant owed Plaintiff. Such denial constitutes an ERISA violation of Defendant's obligations under 29 U.S.C. § 1132.

3.2 Plaintiff is entitled to a declaration that Defendant has wrongfully denied him disability benefits. He is further entitled to an award of damages for all past-due benefits which have accrued during his disability, and to a declaration that Defendant must provide him with future benefits so long as his disability continues.

### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendant and that he be awarded the following:

4.1 A declaration that Defendant has wrongfully denied Plaintiff's disability benefits, and that Defendant must provide benefits under the plan to Plaintiff so long as his disability continues;

1           4.2     Damages for all accrued past-due benefits;

2           4.3     Prejudgment interest;

3           4.4     Reasonable attorney's fees and costs; and

4           4.5     Any additional appropriate relief.

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7           DATED this 20th day of March 2015.

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10                               SCOTT, KINNEY, FJELSTAD & MACK, PLLC

11                               s/Daniel R. Fjelstad

12                               Daniel R. Fjelstad, WSBA # 18025

13                               Attorneys for Plaintiff